



PATRICIA S. PLOEHN, LCSW  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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**Board of Supervisors**

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December 9, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT FOUR TO CONTRACT NUMBER 75457 FOR  
URINE SAMPLE COLLECTION / DRUG AND ALCOHOL TESTING SERVICES  
AND APPROVE NEW CONTRACT FOR URINE SAMPLE COLLECTION /  
DRUG AND ALCOHOL SERVICES TESTING  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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**SUBJECT**

Requesting approval of Amendment Number Four to Contract Number 75457, Urine Sample Collection/Alcohol and Drug Testing Services, with Pacific Toxicology Laboratories to increase the maximum annual contract sum by \$200,000 for additional units of service; and to approve a new Contract with Pacific Toxicology Laboratories for Urine Sample Collection for Drug and Alcohol Testing Services effective January 1, 2009, through December 31, 2009, with two (2) additional one-year periods, at a three-year cost of \$4,200,000.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign Amendment Number Four (Attachment 1) to Contract Number 75457, Urine Sample Collection/Drug and Alcohol Testing Services with Pacific Toxicology Laboratories, to increase the maximum annual contract sum by \$200,000, from \$1,300,000 to \$1,500,000 to cover unanticipated increases in units of service effective the date of approval by the Board through December 31, 2008. The increase is financed by 75 percent (\$150,000) Federal revenue, 17.5 percent (\$35,000) State revenue, and 7.5 percent (\$15,000) net County cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2008-09 Adopted Budget.

2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or Director's designee, to execute contract amendments to Contract Number 75457, to increase or decrease the maximum annual contract sum in excess of ten percent (10%) of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that: (a) the amendment is in compliance with Section 23-604 of the California Department of Social Services Operations Policies and Procedures Manual; (b) sufficient funding is available; (c) prior County Counsel and Chief Executive Office (CEO) approvals are obtained; and (d) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution.
3. Approve and instruct the Chairman to sign a new Contract (Attachment 2) with Pacific Toxicology Laboratories for Urine Sample Collection for Drug and Alcohol Testing Services. The term of the new Contract will begin on January 1, 2009, and expire on December 31, 2009, with the options to extend for up to two (2) additional one-year periods through December 31, 2011. The maximum annual contract sum of the new Contract is \$1,400,000 and will be financed using 75 percent (\$1,050,000) Federal revenue, 17.5 percent (\$245,000) State revenue, and 7.5 percent (\$105,000) NCC. The maximum contract sum for the new Contract is \$4,200,000, if options to extend are exercised, and will be financed using 75 percent (\$3,150,000) Federal revenue, 17.5 percent (\$735,000) State revenue, and 7.5 percent (\$315,000) NCC. Sufficient funding is included in the Department's FY 2008-09 Adopted Budget.
4. Delegate authority to the Director of DCFS, or Director's designee, to exercise the two one-year extension options of the new Contract by amendment or written notice provided that: (a) sufficient funding is available for the extensions; (b) prior County Counsel and CEO approvals are obtained; (c) and the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution.
5. Delegate authority to the Director of DCFS, or Director's designee, to execute amendments to the new Contract to increase or decrease the maximum annual contract sum by no more than ten percent (10%) of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that: (a) sufficient funding is available; (b) prior County Counsel and CEO approvals are obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution.
6. Delegate authority to the Director of the DCFS, or Director's designee, to execute amendments to the new Contract to increase or decrease the maximum annual contract sum in excess of ten percent (10%) of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that: (a) the amendment is in compliance with Section 23-604 of the California Department of Social Services Operations Policies and Procedures Manual;

(b) sufficient funding is available; (c) prior County Counsel and CEO approvals are obtained; and (d) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution.

7. Delegate authority to the Director of DCFS, or Director's designee, to extend the new Contract by amendment or by written notice for up to six (6) months, if necessary, to complete the negotiation or a new solicitation process provided that: (a) applicable State and Federal regulations are observed; (b) prior County Counsel and CEO approval is obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The service provides DCFS with a tool to assist with determining whether or not children are safe in the home of their parents or caregivers or can be safely returned to their parents or caregivers when either in the past or present, substance abuse has been an identified factor in a child abuse or neglect investigation. Drug and alcohol testing services assist in reducing the number of children requiring placement in out-of-home care and assist in the timely reunification of families. This is consistent with DCFS' goals to improve safety, improve permanence, and reduce reliance on detention. If the recommended actions are not approved, drug/alcohol testing will not be readily available to meet the requirements of mandated testing. The safety of the children under DCFS' supervision in the homes of parents/caregivers with a history of drug/alcohol abuse, and the efforts to return them to such homes quickly, will be compromised.

The current Contract expires on December 31, 2008. It was anticipated that the units of service needed during the final year (January 1, 2008 through December 31, 2008) would decrease from the levels of the previous year. However, the number of clients enrolled every month into the testing program since January 1, 2008 has continued to follow approximately the same trend as in the previous year, to the extent that the program's current budget is insufficient to meet upcoming expenses. Amendment Number Four to Contract Number 75457 is needed to increase the maximum annual contract sum for the current (final) contract year by \$200,000 to cover services at the same level of the previous year.

The new Contract with Pacific Toxicology Laboratories will continue to provide drug and alcohol testing for a substantial number of parents and primary caregivers whose excess alcohol and/or drug consumption has hampered their ability to care for their children. The Urine Sample Collection for Drug and Alcohol Testing program is expected to assist DCFS in achieving outcomes designed to ensure the safety of children in its care. As changes in units of service may occur during the new contract period, DCFS needs the flexibility to execute contract amendments that would increase or decrease the new Contract amount by ten percent (10%) or more of the maximum contract sum.

Achievement will be measured by 100 percent completion of the services described in the Contract. DCFS will review progress reports submitted by Pacific Toxicology Laboratories to ensure contract compliance and achievement with desired program results.

This Board letter does not comply with your Board's policy of timely filing because for purposes of efficiency the Department consolidated the recommended actions to amend the current Contract with the recommendations to approve a new Contract for Urine Sample Collection for Drug and Alcohol Testing Services.

### **Implementation of Strategic Plan Goals**

The requested actions are consistent with the principles of the Countywide Strategic Plan Goal 1: Service Excellence, and Goal 5: Children and Families' Well-Being, by ensuring the safety of children in the homes of their parents/caregivers.

### **FISCAL IMPACT/FINANCING**

Amendment Number Four to Contract Number 75457 increases the maximum contract sum by \$200,000, from \$1,300,000 to \$1,500,000, for additional units of service, which will be financed by 75 percent (\$150,000) Federal revenue, 17.5 percent (\$35,000) State revenue, and 7.5 percent (\$15,000) NCC. Sufficient funding is included in the Department's FY 2008-09 Adopted Budget.

The maximum annual contract sum of the new Contract is \$1,400,000 and will be financed using 75 percent (\$1,050,000) Federal revenue, 17.5 percent (\$245,000) State revenue, and 7.5 percent (\$105,000) NCC. The maximum contract sum for the new Contract is \$4,200,000 and will be financed using 75 percent (\$3,150,000) Federal revenue, 17.5 percent (\$735,000) State revenue, and 31 percent (\$315,000) NCC. Sufficient funding is included in the Department's FY 2008-09 Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1996, the Department has required parents or primary caregivers of children receiving DCFS services, who are suspected of drug and/or alcohol use/abuse, to provide urine samples for drug and/or alcohol testing. Urine sample collection/drug and alcohol testing is required where parents or primary caregivers of children receiving DCFS services are suspected of illicit drug and/or alcohol use/abuse and said use/abuse has resulted in, or places a child at risk of, abuse and/or neglect. For children assessed to be safe in the home of their parents or primary caregivers, drug and alcohol testing provides an ongoing assessment to aid in determining if the children may continue to remain safely in the home. Often, this is a final attempt to avoid out-of-home placement of children. For children who are in out-of-home placement, drug and alcohol testing assists in facilitating the reunification of the family.

### Current Contract Amendment

Contract Number 75457 with Pacific Toxicology Laboratories was adopted by your Board on December 6, 2005, for the period of January 1, 2006 through December 31, 2006, with two one-year options for renewal, with a maximum annual contract sum of \$1,000,000 for each of the three years. On September 12, 2006, your Board approved Amendment Number One to increase the maximum annual contract sum by \$400,000, from \$1,000,000 to \$1,400,000 for each year of the contract, to cover an increase in the frequency of drug tests ordered by the Court from bi-weekly to weekly in instances where bi-weekly testing proved ineffective.

On December 7, 2007, the Director of DCFS exercised her Board-delegated authority to execute Amendment Number Two Contract Number 75457 to exercise the second one-year option to extend the Contract. On December 28, 2007, the Director of DCFS exercised her Board-delegated authority to execute Amendment Number Three to Contract Number 75457 to move \$100,000 from the final year (January 1, 2008 through December 31, 2008) of the Contract to the second year (January 1, 2007 through December 31, 2007) of the Contract to cover an increase in the level of service units.

It was anticipated that the number of units of service needed during the final year of the current Contract, would decrease from the levels during the previous year. However, the number of clients enrolled every month into the testing program since January 1, 2008 has continued to follow approximately the same trend as in the previous year, to the extent that the program's current budget is insufficient to meet upcoming expenses. Amendment Number Four to Contract Number 75457 is now needed to increase the maximum annual contract sum of the current (final) contract year by \$200,000 to cover services at the same level of the previous year. Amendment Number Four also allows the County to implement further funding increases or decreases by ten percent (10%) or more of the maximum contract sum to accommodate any changes in units of service.

### New Contract

The term of the new Contract with Pacific Toxicology Laboratories is from January 1, 2009 to December 31, 2009, with two one-year extension options, for a total contract term of three (3) years. The maximum annual contract sum is \$1,400,000, and the maximum contract sum is \$4,200,000.

The new Contract provides that the County has no obligation to pay for expenditures beyond the contract amount. Further, Pacific Toxicology Laboratories will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The new Contract allows the County to implement funding increases or decreases by ten percent (10%) or more of the maximum contract sum to accommodate any changes in units

of service, provided that increases over ten percent (10%) comply with Section 23-604 of the California Department of Social Services Operations Policies and Procedures Manual.

The new Contract is in compliance with all other Board and CEO requirements. County Counsel and CEO have reviewed this Board letter. Amendment Number Four to Contract Number 75457 (Attachment 1) and the new Contract (Attachment 2) has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

No additional contracting process was necessary in the preparation of Amendment Number Four.

For the new Contract, DCFS released the Invitation for Bids (IFB) for Urine Sample Collection for Drug and Alcohol Testing Services on August 5, 2008, and notified 149 interested parties either personally, by mail or by e-mail. DCFS advertised the IFB in newspapers, on the County's website, and on the DCFS' website. Five (5) interested parties attended the Bidders Conference. On September 2, 2008, DCFS received bids from six (6) firms and Pacific Toxicology Laboratories was determined to be the lowest price, responsive, and responsible Bidder.

The Department has evaluated these services and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Amendment Number Four to Contract Number 75457 and to the new Contract.

The Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for Amendment Number Four to Contract Number 75457 and for the new Contract.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will provide a valuable tool for assessing drug and alcohol use/abuse by parents and primary caregivers of children brought to the attention of DCFS. In addition, testing helps avoid having a significant number of children placed in out-of-home care.

**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted copy of the Board letter to:

- 1) Department of Children and Family Services  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020
- 2) Office of County Counsel  
Attention: Diane Cachernaut  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Respectfully submitted,



PATRICIA S. PLOEHN, LCSW  
Director

PSP:WC:RR:dm

Attachments (2)

c: Chief Executive Office  
County Counsel  
Executive Officer, Board of Supervisors